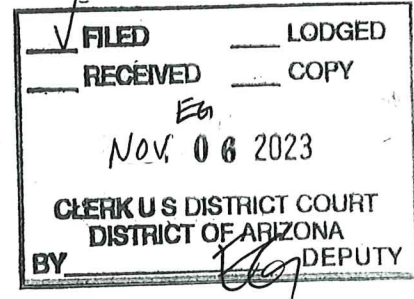


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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

United States of America,  
Plaintiff,

vs.

Cayla Farris,  
Defendant.

Case No. CR-22-01393-PHX-SMB

**PLEA AGREEMENT**

Plaintiff, United States of America, and the defendant, Cayla Farris, hereby agree to resolve this matter on the following terms and conditions:

**1. PLEA**

The defendant will plead guilty to the Indictment charging the defendant with a violation of 49 United States Code (U.S.C.) § 46504, Interference with a Flight Crew Member, a Class C felony.

**2. MAXIMUM PENALTIES**

a. A violation of 49 U.S.C. § 46504 is punishable by a maximum fine of \$250,000.00, a maximum term of imprisonment of twenty years, or both. The maximum term of supervised release is three years. The maximum term of probation is five years, including a minimum term of one year if probation is imposed.

1           b.     According to the Sentencing Guidelines issued pursuant to the Sentencing  
2 Reform Act of 1984, the Court shall order the defendant to:

3               (1)     make restitution to any victim of the offense pursuant to 18 U.S.C.  
4 § 3663 and/or 3663A, unless the Court determines that restitution would not be  
5 appropriate;

6               (2)     pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a  
7 fine is not appropriate;

8               (3)     serve a term of supervised release when required by statute or when a  
9 sentence of imprisonment of more than one year is imposed (with the understanding that  
10 the Court may impose a term of supervised release in all other cases); and

11              (4)     pay upon conviction a \$100 special assessment for each count to  
12 which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

13           c.     The Court is required to consider the Sentencing Guidelines in determining  
14 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court  
15 is free to exercise its discretion to impose any reasonable sentence up to the maximum set  
16 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that  
17 the Court accepts.

18   **3.     AGREEMENTS REGARDING SENTENCING**

19           a.     Stipulation: Sentence of Imprisonment. Pursuant to Fed. R. Crim. P.  
20 11(c)(1)(C), the United States and defendant stipulate and agree that the defendant shall be  
21 sentenced to a term of time served.

22           b.     Stipulation: No Commercial Air Travel. Pursuant to Fed. R. Crim. P.  
23 11(c)(1)(C), the United States and the defendant agree that the defendant shall not travel by  
24 commercial aircraft during the term of any court supervision without prior approval of the  
25 court.

26           c.     Restitution. Pursuant to 18 U.S.C. § 3663 and/or 3663A, the defendant  
27 specifically agrees to pay full restitution, regardless of the resulting loss amount but in no  
28 event more than \$50,000.00, to all victims directly or proximately harmed by the

1 defendant's "relevant conduct," including conduct pertaining to any dismissed counts or  
2 uncharged conduct, as defined by U.S.S.G. § 1B1.3, regardless of whether such conduct  
3 constitutes an "offense" under 18 U.S.C. §§ 2259, 3663 or 3663A. The defendant  
4 understands that such restitution will be included in the Court's Order of Judgment and that  
5 an unanticipated restitution amount will not serve as grounds to withdraw the defendant's  
6 guilty plea or to withdraw from this plea agreement.

7 d. Assets and Financial Responsibility. The defendant shall make a full  
8 accounting of all assets in which the defendant has any legal or equitable interest. The  
9 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or  
10 transfer any such assets or property before sentencing, without the prior approval of the  
11 United States (provided, however, that no prior approval will be required for routine, day-  
12 to-day expenditures). The defendant also expressly authorizes the United States Attorney's  
13 Office to immediately obtain a credit report as to the defendant in order to evaluate the  
14 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant  
15 also shall make full disclosure of all current and projected assets to the U.S. Probation  
16 Office immediately and prior to the termination of the defendant's supervised release or  
17 probation, such disclosures to be shared with the U.S. Attorney's Office, including the  
18 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the  
19 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing  
20 under this agreement and the law.

21 e. Non-Binding Recommendations. The defendant understands that  
22 recommendations are not binding on the Court. The defendant further understands that the  
23 defendant will not be permitted to withdraw the guilty plea if the Court does not follow a  
24 recommendation.

25 f. Recommendation: Acceptance of Responsibility. If the defendant makes full  
26 and complete disclosure to the U.S. Probation Office of the circumstances surrounding the  
27 defendant's commission of the offense, and if the defendant demonstrates an acceptance  
28 of responsibility for this offense up to and including the time of sentencing, the United

1 States will recommend a two-level reduction in the applicable Sentencing Guidelines  
2 offense level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16  
3 or more, the United States will move the Court for an additional one-level reduction in the  
4 applicable Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

5 **4. AGREEMENT TO DISMISS OR NOT TO PROSECUTE**

6 a. This agreement does not, in any manner, restrict the actions of the United  
7 States in any other district or bind any other United States Attorney's Office. This  
8 agreement does not preclude the United States from instituting any civil or administrative  
9 proceedings as may be appropriate now or in the future.

10 **5. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

11 a. If the Court, after reviewing this plea agreement, concludes that any  
12 provision contained herein is inappropriate, it may reject the plea agreement and give the  
13 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.  
14 11(c)(5).

15 b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,  
16 vacated, or reversed at any time, this agreement shall be null and void, the United States  
17 shall be free to prosecute the defendant for all crimes of which it then has knowledge and  
18 any charges that have been dismissed because of this plea agreement shall automatically  
19 be reinstated. In such event, the defendant waives any and all objections, motions, and  
20 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional  
21 restrictions in bringing later charges or proceedings. The defendant understands that any  
22 statements made at the time of the defendant's change of plea or sentencing may be used  
23 against the defendant in any subsequent hearing, trial, or proceeding subject to the  
24 limitations of Fed. R. Evid. 410.

25 **6. WAIVER OF DEFENSES AND APPEAL RIGHTS**

26 The defendant waives (1) any and all motions, defenses, probable cause  
27 determinations, and objections that the defendant could assert to the indictment or  
28 information; and (2) any right to file an appeal, any collateral attack, and any other writ or

1 motion that challenges the conviction, an order of restitution or forfeiture, the entry of  
 2 judgment against the defendant, or any aspect of the defendant's sentence, including the  
 3 manner in which the sentence is determined, including but not limited to any appeals under  
 4 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255  
 5 (habeas petitions), and any right to file a motion for modification of sentence, including  
 6 under 18 U.S.C. § 3582(c) (except for the right to file a compassionate release motion under  
 7 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of such a motion). This waiver shall  
 8 result in the dismissal of any appeal, collateral attack, or other motion the defendant might  
 9 file challenging the conviction, order of restitution or forfeiture, or sentence in this case.  
 10 This waiver shall not be construed to bar an otherwise-preserved claim of ineffective  
 11 assistance of counsel or of "prosecutorial misconduct" (as that term is defined by Section  
 12 II.B of Ariz. Ethics Op. 15-01 (2015)).

#### 13 **7. DISCLOSURE OF INFORMATION**

14 a. The United States retains the unrestricted right to provide information and  
 15 make any and all statements it deems appropriate to the U.S. Probation Office and to the  
 16 Court in connection with the case.

17 b. Any information, statements, documents, and evidence that the defendant  
 18 provides to the United States pursuant to this agreement may be used against the defendant  
 19 at any time.

20 c. The defendant shall cooperate fully with the U.S. Probation Office. Such  
 21 cooperation shall include providing complete and truthful responses to questions posed by  
 22 the U.S. Probation Office including, but not limited to, questions relating to:

- 23 (1) criminal convictions, history of drug abuse, and mental illness; and
- 24 (2) financial information, including present financial assets or liabilities
- 25 that relate to the ability of the defendant to pay a fine or restitution.

#### 26 **8. FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS**

27 a. Nothing in this agreement shall be construed to protect the defendant from  
 28 administrative or civil forfeiture proceedings or prohibit the United States from proceeding

with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all monetary penalties, including restitution imposed by the Court, shall be due immediately upon judgment, shall be subject to immediate enforcement by the United States, and shall be submitted to the Treasury Offset Program so that any federal payment or transfer of returned property the defendant receives may be offset and applied to federal debts (which offset will not affect the periodic payment schedule). If the Court imposes a schedule of payments, the schedule of payments shall be merely a schedule of minimum payments and shall not be a limitation on the methods available to the United States to enforce the judgment.

**9. ELEMENTS**

**Interference with Flight Crew Members.**

On or about February 13, 2022, in the Special Aircraft Jurisdiction of the United States:

1. The defendant was on an aircraft in the special aircraft jurisdiction of the United States;
2. The defendant knowingly assaulted or intimidated a flight attendant or flight crew member; and
3. Such assault or intimidation interfered with the ability of the flight attendant or flight crew member to perform his/her duties or lessened their ability to do so.

**10. FACTUAL BASIS**

a. The defendant admits that the following facts are true and that if this matter were to proceed to trial the United States could prove the following facts beyond a reasonable doubt:

On February 13, 2022, I, Cayla Farris, was a passenger on American Airlines Flight 694, enroute from Phoenix, Arizona to Honolulu, Hawaii. Approximately 30 minutes after takeoff, a flight attendant verbally warned me that I needed to wear my face mask in accordance with the mask policy. I initially complied but removed



1 the mask moments later. While on the aircraft and while it was in flight, I began  
2 cursing at and threatening passengers and air crew members in the operation of their  
3 duties. My behavior escalated to the point that air crew members were intimidated  
4 and unable to perform their duties. After receiving a written warning, I threw the  
5 document down and yelled "fuck it." At this point, the pilot turned the aircraft  
6 around and returned to Phoenix in order to avoid further conflict and because his air  
7 crew members reported to him that they felt unsafe due to my actions.

8 The total cost to the airline of the diversion was \$38,952.

9 b. The defendant shall swear under oath to the accuracy of this statement and,  
10 if the defendant should be called upon to testify about this matter in the future, any  
11 intentional material inconsistencies in the defendant's testimony may subject the defendant  
12 to additional penalties for perjury or false swearing, which may be enforced by the United  
13 States under this agreement.

14 **APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

15 I have read the entire plea agreement with the assistance of my attorney. I  
16 understand each of its provisions and I voluntarily agree to it.

17 I have discussed the case and my constitutional and other rights with my attorney.  
18 I understand that by entering my plea of guilty I shall waive my rights to plead not guilty,  
19 to confront, cross-examine, and compel the attendance of witnesses, to present evidence in  
20 my defense, to remain silent and refuse to be a witness against myself by asserting my  
21 privilege against self-incrimination, all with the assistance of counsel, and to be presumed  
22 innocent until proven guilty beyond a reasonable doubt.

23 I agree to enter my guilty plea as indicated above on the terms and conditions set  
24 forth in this agreement.

25 I have been advised by my attorney of the nature of the charges to which I am  
26 entering my guilty plea. I have further been advised by my attorney of the nature and range  
27 of the possible sentence and that my ultimate sentence shall be determined by the Court  
28 after consideration of the advisory Sentencing Guidelines.

1 My guilty plea is not the result of force, threats, assurances, or promises, other than  
2 the promises contained in this agreement. I voluntarily agree to the provisions of this  
3 agreement and I agree to be bound according to its provisions.

4 I understand that if I am granted probation by the Court, the terms and conditions of  
5 such probation are subject to modification at any time. I further understand that if I violate  
6 any of the conditions of my probation, my probation may be revoked and upon such  
7 revocation, notwithstanding any other provision of this agreement, I may be required to  
8 serve a term of imprisonment or my sentence otherwise may be altered.

9 This written plea agreement, and any written addenda filed as attachments to this  
10 plea agreement, contain all the terms and conditions of the plea. Any additional  
11 agreements, if any such agreements exist, shall be recorded in a separate document and  
12 may be filed with the Court under seal; accordingly, additional agreements, if any, may not  
13 be in the public record.

14 I further agree that promises, including any predictions as to the Sentencing  
15 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone  
16 (including my attorney) that are not contained within this written plea agreement, are null  
17 and void and have no force and effect.

18 I am satisfied that my defense attorney has represented me in a competent manner.

19 I fully understand the terms and conditions of this plea agreement. I am not now  
20 using or under the influence of any drug, medication, liquor, or other intoxicant or  
21 depressant that would impair my ability to fully understand the terms and conditions of this  
22 plea agreement.

23 9/12/13  
24 Date

23   
24 CAYLA FARRIS  
25 Defendant


26 **APPROVAL OF DEFENSE COUNSEL**

27 I have discussed this case and the plea agreement with my client in detail and have  
28 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the



constitutional and other rights of an accused, the factual basis for and the nature of the offense to which the guilty plea will be entered, possible defenses, and the consequences of the guilty plea including the maximum statutory sentence possible. I have further discussed the concept of the advisory Sentencing Guidelines with the defendant. No assurances, promises, or representations have been given to me or to the defendant by the United States or any of its representatives that are not contained in this written agreement. I concur in the entry of the plea as indicated above and that the terms and conditions set forth in this agreement are in the best interests of my client. I agree to make a bona fide effort to ensure that the guilty plea is entered in accordance with all the requirements of Fed. R. Crim. P. 11.

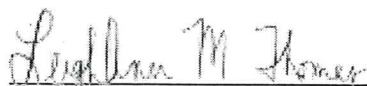
9/12/2023  
Date

  
ZACHARY CARR  
Attorney for Defendant

**APPROVAL OF THE UNITED STATES**

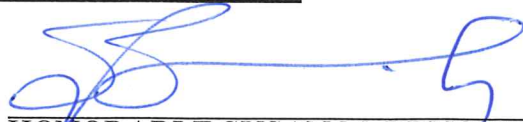
I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth herein are appropriate and are in the best interests of justice.

September 11, 2023  
Date

GARY M. RESTAINO  
United States Attorney  
District of Arizona  
  
LEIGHANN M. THOMAS  
Assistant U.S. Attorney

**ACCEPTANCE BY THE COURT**

11-6-23  
Date

  
HONORABLE SUSAN M. BRNOVICH  
United States District Judge